

Electronically Recorded

Tarrant County Texas

Official Public Records

3/26/2010 11:17 AM

D210069715

Dyan Hinkley PGS 10 \$52.00
 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE**STATE OF TEXAS §**

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

WHEREAS, Westex Natural Resources, LP, ("Lessor"), and Collins and Young, L.L.C., entered into that one certain Oil and Gas Lease ("Lease") dated June 28, 2005, evidenced by Memorandum of Oil and Gas Lease recorded at Instrument #D205198856, of the Official Records of Tarrant County, Texas, and extended by Extension of Oil, Gas and Mineral Lease recorded at Instrument #D209134460 of the Official Records of Tarrant County, Texas, which Lease covers and includes 77.895 acres of land, more or less ("the Land"), situated in the following surveys: the J.B. Odell Survey, A-1189; the S.M. Jamison Survey, A-877; the J.W. Haynes Survey, A-795; and the W.C. Smith Survey, A-1440; Tarrant County, Texas; reference to which is here made; and

WHEREAS, Devon Energy Production Company, L.P.; Collins & Young Holdings, L.P.; Southern California Public Power Authority; and Turlock Irrigation District ("Lessee") are now the owners of the leasehold estate covered by said Lease; and

WHEREAS, Lessor and Lessee mutually agree to amend the terms of said lease;

NOW THEREFORE, for Ten and NO/100 dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby understood and agreed by Lessor and Lessee that the Lease is hereby amended by deleting the following language from Paragraph #19:

"At the expiration of the primary term this lease shall terminate as to all depths 100 feet below the deepest formation from which oil and gas is currently being produced either from this lease or land pooled with this lease. If the lease is being maintained by the payment of shut-in royalties, then the lease shall terminate as to all depths 100 feet below the deepest formations for which the well has been shut-in."

Lease is hereby further amended to insert the following language in place of the language herein deleted:

"If, at the expiration of the primary term of this lease, Lessee is conducting drilling, completion, reworking or recompletion operations, or if Lessee has conducted drilling, completion, reworking or recompletion operations within ninety (90) days of the expiration of the primary term, then this lease shall continue in force and effect as to all of the acreage covered by this lease so long as said drilling, completion, reworking or recompletion operations are continually prosecuted with no cessation of more than ninety (90) consecutive days. If such

continuous drilling, completion, reworking or recompletion operations result in a well capable of production, then this lease shall continue in force and effect so long thereafter as oil and gas or either of them is produced in paying quantities under the terms of this lease. At such time as Lessee no longer drills, completes, reworks or recompletes under this paragraph, this lease shall terminate as to all depths 100 feet below the stratigraphic equivalent of the deepest formation from which oil or gas is currently being produced from either this lease or land pooled with this lease. If the lease is being maintained by shut-in royalties, then the lease shall terminate as to all depths 100 feet below the stratigraphic equivalent of the deepest formation for which the well has been shut-in."

The Lease and this Amendment are considered to be in full force and effect and are hereby ratified and confirmed by the Lessor and Lessee, and as the same may be necessary to accomplish the purposes of this Amendment, Lessor does hereby Grant, Lease and Let unto Lessee the Land, subject to the terms of the Lease and this Amendment.

Except as hereby amended, all other terms and conditions of said Lease shall remain in full force and effect as presently written.

This document may be executed in multiple counterparts which when taken together will constitute a single document.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands this 22nd day of December, 2009.

LESSOR

WESTEX NATURAL RESOURCES, LP
BY WESTEX MANAGEMENT, LLC
ITS GENERAL PARTNER

By: _____

Steve Hawkins, President

LESSEE

DEVON ENERGY PRODUCTION COMPANY, L.P.

By: _____

Bill A. Penhall, Agent and Attorney-in-Fact

COLLINS & YOUNG HOLDINGS, L.P.
BY COLLINS AND YOUNG, L.L.C.
ITS GENERAL PARTNER

By: _____

George M. Young, Jr., President

continuous drilling, completion, reworking or recompletion operations result in a well capable of production, then this lease shall continue in force and effect so long thereafter as oil and gas or either of them is produced in paying quantities under the terms of this lease. At such time as Lessee no longer drills, completes, reworks or recompletes under this paragraph, this lease shall terminate as to all depths 100 feet below the stratigraphic equivalent of the deepest formation from which oil or gas is currently being produced from either this lease or land pooled with this lease. If the lease is being maintained by shut-in royalties, then the lease shall terminate as to all depths 100 feet below the stratigraphic equivalent of the deepest formation for which the well has been shut-in."

The Lease and this Amendment are considered to be in full force and effect and are hereby ratified and confirmed by the Lessor and Lessee, and as the same may be necessary to accomplish the purposes of this Amendment, Lessor does hereby Grant, Lease and Let unto Lessee the Land, subject to the terms of the Lease and this Amendment.

Except as hereby amended, all other terms and conditions of said Lease shall remain in full force and effect as presently written.

This document may be executed in multiple counterparts which when taken together will constitute a single document.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands this 22nd day of December, 2009.

LESSOR

WESTEX NATURAL RESOURCES, LP
BY WESTEX MANAGEMENT, LLC
ITS GENERAL PARTNER

By: _____

Steve Hawkins, President

LESSEE

DEVON ENERGY PRODUCTION COMPANY, L.P.

By: _____

Bill A. Penhall, Agent and Attorney-in-Fact

COLLINS & YOUNG HOLDINGS, L.P.
BY COLLINS AND YOUNG, L.L.C.
ITS GENERAL PARTNER

By: _____

George M. Young, Jr., President

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
ACTING FOR THE BENEFIT OF THE CITIES OF
ANAHEIM, BURBANK, COLTON AND PASADENA**

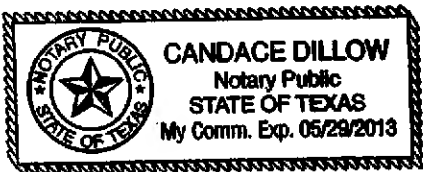
By: [Signature]
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: _____
Willie Manuel, Resource Planning Department Manager

THE STATE OF TEXAS §
COUNTY OF TARRANT §

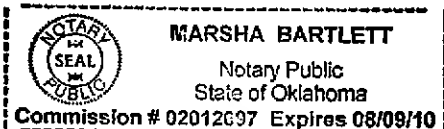
This instrument was acknowledged before me on this 22nd day of December, 2009, by Steve Hawkins as President of WESTEX MANAGEMENT, LLC, a Texas limited liability company, on behalf of said limited liability company, as General Partner of Westex Natural Resources, LP, a Texas limited partnership.



[Signature]
Notary Public, State of Texas

THE STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 13th day of January, 2010, by Bill A. Penhall, as Agent and Attorney-in-Fact of DEVON ENERGY PRODUCTION COMPANY, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public, State of Oklahoma

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of December, 2009, by George M. Young, Jr. as President of Collins and Young, L.L.C., a Texas limited liability company, on behalf of said limited liability company, as General Partner of COLLINS & YOUNG HOLDINGS, L.P., a Texas limited partnership.

Notary Public, State of Texas

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
ACTING FOR THE BENEFIT OF THE CITIES OF
ANAHEIM, BURBANK, COLTON AND PASADENA**

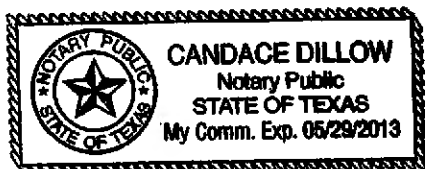
By: _____
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: Willie Manuel 3/23/10
Willie Manuel, Resource Planning Department Manager

THE STATE OF TEXAS §
COUNTY OF TARRANT §

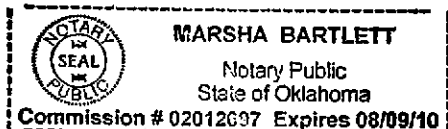
This instrument was acknowledged before me on this 22nd day of December, 2009, by Steve Hawkins as President of WESTEX MANAGEMENT, LLC, a Texas limited liability company, on behalf of said limited liability company, as General Partner of Westex Natural Resources, LP, a Texas limited partnership.



Candace Dillow
Notary Public, State of Texas

THE STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 13th day of January, 2010, by Bill A. Penhall, as Agent and Attorney-in-Fact of DEVON ENERGY PRODUCTION COMPANY, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Marsha Bartlett
Notary Public, State of Oklahoma

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of December, 2009, by George M. Young, Jr. as President of Collins and Young, L.L.C., a Texas limited liability company, on behalf of said limited liability company, as General Partner of COLLINS & YOUNG HOLDINGS, L.P., a Texas limited partnership.

Notary Public, State of Texas

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
ACTING FOR THE BENEFIT OF THE CITIES OF
ANAHEIM, BURBANK, COLTON AND PASADENA**

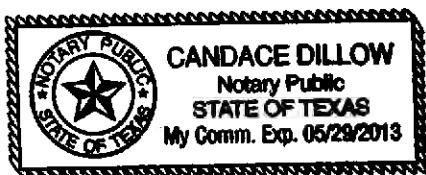
By: _____
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: _____
Willie Manuel, Resource Planning Department Manager

THE STATE OF TEXAS §
COUNTY OF TARRANT §

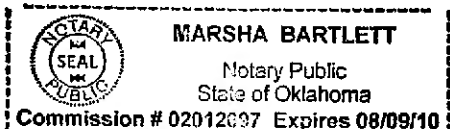
This instrument was acknowledged before me on this 22nd day of December, 2009, by Steve Hawkins as President of WESTEX MANAGEMENT, LLC, a Texas limited liability company, on behalf of said limited liability company, as General Partner of Westex Natural Resources, LP, a Texas limited partnership.



Candace Dillow
Notary Public, State of Texas

THE STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 13th day of January, 2010, by Bill A. Penhall, as Agent and Attorney-in-Fact of DEVON ENERGY PRODUCTION COMPANY, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Marsha Bartlett
Notary Public, State of Oklahoma

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of December, 2009, by George M. Young, Jr. as President of Collins and Young, L.L.C., a Texas limited liability company, on behalf of said limited liability company, as General Partner of COLLINS & YOUNG HOLDINGS, L.P., a Texas limited partnership.

Notary Public, State of Texas

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
ACTING FOR THE BENEFIT OF THE CITIES OF
ANAHEIM, BURBANK, COLTON AND PASADENA**

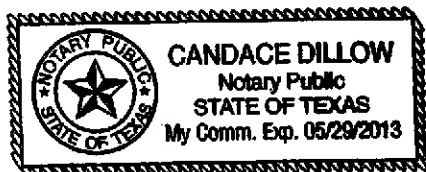
By: _____
Bill D. Carnahan, Executive Director

TURLOCK IRRIGATION DISTRICT

By: _____
Willie Manuel, Resource Planning Department Manager

THE STATE OF TEXAS §
COUNTY OF TARRANT §

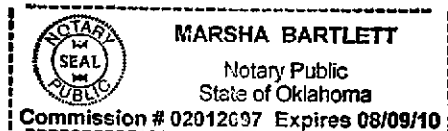
This instrument was acknowledged before me on this 22nd day of December, 2009, by Steve Hawkins as President of WESTEX MANAGEMENT, LLC, a Texas limited liability company, on behalf of said limited liability company, as General Partner of Westex Natural Resources, LP, a Texas limited partnership.



Candace Dillow
Notary Public, State of Texas

THE STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 13th day of January, 2010, by Bill A. Penhall, as Agent and Attorney-in-Fact of DEVON ENERGY PRODUCTION COMPANY, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Marsha Bartlett
Notary Public, State of Oklahoma

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 2nd day of January, 2010, by George M. Young, Jr. as President of Collins and Young, L.L.C., a Texas limited liability company, on behalf of said limited liability company, as General Partner of COLLINS & YOUNG HOLDINGS, L.P., a Texas limited partnership.



Stacy L. Thomas
Notary Public, State of Texas

THE STATE OF CALIFORNIA §

COUNTY OF LOS ANGELES §

This is attached to a
Acknowledgement or Jurat
See Hessel, NP, CNSA, TEA, MDSA

This instrument was acknowledged before me on this _____ day of December, 2009, by Bill D. Carnahan, as Executive Director of SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, acting for the benefit of the Cities of Anaheim, Burbank, Colton and Pasadena.

Notary Public, State of California

THE STATE OF CALIFORNIA §

COUNTY OF STANISLAUS §

This instrument was acknowledged before me on this _____ day of December, 2009, by Willie Manuel, as Resource/Planning Department Manager of TURLOCK IRRIGATION DISTRICT.

Notary Public, State of California

State of California)
 County of Los Angeles)

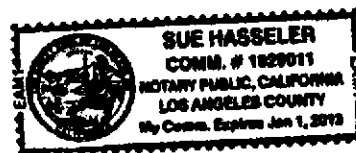
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On February 10, 2010 before me, Sue Hasseler, A Notary Public,
(here insert name and title of the officer)

personally appeared Bill D. CARNAHAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Amendment to oil And
GAS Lease
 containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s)

 Notary
 General

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witnesses

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐

Sue Hasseler,
 N.P., C.N.S.A., T.E.A.
 (020) 485-7606
 Comm. Exp. 01-01-2013

THE STATE OF CALIFORNIA §

COUNTY OF LOS ANGELES §

This instrument was acknowledged before me on this _____ day of December, 2009, by Bill D. Carnahan, as Executive Director of SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, acting for the benefit of the Cities of Anaheim, Burbank, Colton and Pasadena.

Notary Public, State of California

THE STATE OF CALIFORNIA §

COUNTY OF STANISLAUS §

This instrument was acknowledged before me on this 23 ^{March, 2010} day of ~~December, 2009~~, by Willie Manuel, as Resource/Planning Department Manager of TURLOCK IRRIGATION DISTRICT.

Gail Lewis

Notary Public, State of California

